



Province of the
EASTERN CAPE
PROVINCIAL TREASURY

SCMO-22/23-001

**APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF
OFFICE STATIONERY TO THE EASTERN CAPE GOVERNMENT FOR A PERIOD OF
THIRTY-SIX (36) MONTHS AS AND WHEN REQUIRED**

BIDDER:

CSD REGISTRATION:

BRIEFING MEETING: VIRTUAL

CLOSING DATE: 02 DECEMBER 2022

CLOSING TIME: 11H00

SUPPLY CHAIN MANAGEMENT
PROVINCIAL TREASURY
TYAMZASHE BUILDING (OLD STANDARD BANK BUILDING),
PHALO AVENUE
BHISHO
5605

Enquires: **Ms Y. Bonase**
Email Address: Yolanda.Bonase@ectreasury.gov.za
Cell No: 083 738 9935

Enquires: **Mr Z. Bobani**
Email Address: Zilindile.Bobani@ectreasury.gov.za
Cell No: 083 740 1577



VISION. We envision a prosperous province supported by sound financial and resource management.



APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF OFFICE STATIONERY TO THE EASTERN CAPE GOVERNMENT FOR A PERIOD OF THIRTY - SIX (36) MONTHS AS AND WHEN REQUIRED

INVITATION TO BID

BID ADVERT

The Eastern Cape Province seeks services of experienced and capable service providers for supply and delivery of stationery over a period of three years. Interested bidders must meet the following minimum requirements:

- In terms of Regulation 4 of Preferential Procurement Regulations of 2017, this bid is only inviting responses from Exempted Micro Enterprises (EME) and Qualifying Small Enterprise (QSE) as defined in the said Regulation within the required service that already have existing operational stationery outlets.
- No selective bidding will be allowed (i.e. bidders must provide quotes to all items listed in the table to ease the evaluation/adjudication of bids).

Bidders will be evaluated in terms of the Revised Preferential Procurement Regulations 2017 where the **80/20** point system shall be applied. A pre-qualifying requirement of **35 points (70%)** on functionality taking into account the minimum acceptable points required on each criterion will apply and bidders who fail to meet these requirement will be disqualified. Bid documents will be available from **11/11/2022** from the Supply Chain Management office. There will be a non-compulsory virtual briefing session and bidders are referred to the paragraph below for details.

Virtual Briefing Meeting Dates	Contact Person	Time
17 November 2022	Ms Y. Bonase	10h00 am

EC PROVINCIAL TREASURY BHISHO TEAMS LINK:

https://teams.microsoft.com/join/19%3ameeting_YWI3OWI5OGMtYzJkYy00ZTI4LTg4ZGYtODRhNTU2NWxMmVi%40thread.v2/0?context=%7b%22id%22%3a%22aa172036-1c49-4ca4-aa41-0bee8b556da1%22%2c%22oid%22%3a%228cd9c272-4672-43bb-9468-ff9d378dffda%22%7d

Completed Bid documents, enclosed in sealed envelopes, must be deposited into the Bid Box situated at the Supply Chain Management Unit, former Standard Bank Building, next to Std. Bank ATM, Ground Floor, Tyamzashe Building, Bhisho or may be forwarded to Provincial Treasury, Supply Chain Management Unit, Private Bag x 0029, Bhisho, 5605 on or before **02 December 2022** at 11:00, clearly marked: **SCM0-22/23-001: APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF OFFICE STATIONERY FOR A PERIOD OF THIRTY SIX (36) MONTHS AS AND WHEN REQUIRED.**

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- (a) The Department does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- (b) The department reserves the right to negotiate the final terms and conditions of the contract with the successful bidder prior to awarding the contract.
- (c) Bids which are late, incomplete, submitted by facsimile or electronically, will not be accepted and use of correction fluid will render the bid non-responsive;
- (d) The documents must remain intact and supporting document must be attached at the back of the bid document; and
- (e) Declaration pages must be fully completed and signed.

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GOVERNMENT FOR A PERIOD OF THIRTY - SIX (36) MONTHS AS AND WHEN REQUIRED**

STANDARD BID DOCUMENT CHECKLIST COMPLETED BY THE BIDDER

#	Requirement	Complied	
		Yes	No
A	Invitation to Bid (SBD1) fully completed		
B	Proof of registration on Centralised Supplier Database (If not registered on CSD must do so before the closing of the bid).		
C	Pricing Schedule (SBD 3.1) must be fully completed by the bidder.		
D	Declaration of Interest (SBD 4) must be fully completed by the bidder.		
E	JV / Consortium agreement must be attached (if applicable)		
F	Reference Letters in a client's letterhead, signed and stamped must be attached.		
G	Bidders must submit together with the bid a supply agreement from local stationery outlets or proof that bidder sells stationery items. (namely; catalogue, price list, etc.)		
H	Proof of Address (Lease Agreement / Utility Bill / Letter from Traditional Authority and Ward Councillors)		

APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF OFFICE STATIONERY TO THE EASTERN CAPE GOVERNMENT FOR A PERIOD OF THIRTY - SIX (36) MONTHS AS AND WHEN REQUIRED

1. BACKGROUND

The Eastern Cape Provincial Government endorsed the implementation of Local Economic Development Procurement Framework (LEPDF) which seeks to promote Eastern Cape Based suppliers and create jobs to stimulate the social economic front. Office stationery is amongst the identified commodities that can contribute towards the Socio-Economic condition in the Eastern Cape.

2. OVERALL OBJECTIVES

The following are the overall goals for the project:

- 2.1 To support local EME's and QSE's by affording them an opportunity to Supply Office Stationery to Eastern Cape Provincial Government Departments through a term contract;
- 2.2 To preserve and create additional jobs within the surrounding areas where production takes place.
- 2.3 Create an opportunity for new players to establish stationery outlets within the Province.

3. BID STRATEGY

Provincial Treasury on behalf of its client Departments is seeking to appoint service providers for the Supply and Delivery of Office Stationery for a period of thirty-six (36) months.

- 3.1 The bid will be awarded for the identified districts as follows:

NORTHERN REGION	SOUTHERN REGION	EASTERN REGION	WESTERN REGION
<ul style="list-style-type: none">• Chris Hani• Joe Gqabi	<ul style="list-style-type: none">• Amathole District• Buffalo City	<ul style="list-style-type: none">• OR Tambo• Alfred Nzo	<ul style="list-style-type: none">• Nelson Mandela• Sarah Baartman

- 3.2 Only one service provider will be awarded per district within a region. A bidder who is awarded in one district will not be considered for other/districts. The department reserves the right to appoint more than one service provider in a district.
- 3.3 In the event that there is no responsive bidder within a particular region, consideration will be given to responsive bidders within the nearest region.
- 3.4 The successful bidder will be required to deliver the office stationery ordered directly to where the goods are required.
- 3.5 If a service provider does not have a footprint in Eastern Cape, an office must be set up within six (6) months of award.
- 3.6 The participating departments shall procure stationery items that are not included in this contract outside this contract through normal means of procurement.

4. REQUIREMENTS

- 4.1 The successful bidder will be required to supply and deliver stationery on a need basis; and
- 4.2 The stationery must be delivered in the required quantity, quality, at the right time, and at the right place.

5. GENERAL REQUIREMENTS

- 5.1 Bidders must be registered on the Central Supplier Database (CSD) prior the closing of the bid.
- 5.2 Compliance documents will be verified on Centralized Supplier Database:-
Tax Clearance Compliance Status and Business Registration.
- 5.3 A valid, original or certified copy of B-BBEE certificate issued by SANAS or SANAS accredited agencies, or Sworn Affidavit, as per the amended B-BBEE codes, must be submitted in order to qualify for preference points. Failure to do so will lead to zero points being allocated for B-BBEE status level. Bidders tendering in a Joint Venture must submit a consolidated valid B-BBEE certificate and JV agreement.
- 5.4 A copy / copies must be certified by a Commissioner of Oaths (i.e. Police Station, Post Office etc.) and must not be older than six (6) months prior the closing of the bid.
- 5.5 The pricing schedule must be fully completed by bidders.
- 5.6 All SBDs (1, 3, 4, and 6.1) must be fully completed and submitted with the bid.
- 5.7 Bidders must be a legal entity or partnership.

6 CONSORTIA/JOINT VENTURES

- 6.1 It is recognized that bidders may wish to form consortia to provide the Goods.
- 6.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-
- 6.2.1 It shall be signed so as to be legally binding to all consortium members;
 - 6.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
 - 6.2.3 The lead member shall be the only authorized party to make legal statements, communicate with Provincial Treasury and receive instructions for and on behalf of any and all the members of the consortium;
 - 6.2.4 A copy of the agreement entered into by the consortium members must be submitted with the bid.

7 TIME FRAMES

The successful bidder(s):

- 7.1 Shall render the required service over a period of thirty six (36) months as and when required.
- 7.2 Will be expected to deliver goods within seven (07) working days from the date of receiving a government/ official purchase order .

8. GENERAL CONDITIONS OF CONTRACT (GCC)

The General Conditions of Contract shall apply in this bid.

9. SPECIAL CONDITIONS

Failure of the bidder(s) to meet the following requirements will result in disqualification of the bid:

- 9.1 In terms of Regulation 4 of Preferential Procurement Regulations of 2017, this bid is only inviting responses from Exempted Micro Enterprises (EME) or Qualifying Small Enterprise (QSE) as defined in the said Regulation within the required service.

- 9.2 The bidder must have supplied and delivered stationery/ store items to the minimum value of R50 000.00 or more. Therefore, bidders must provide a list of completed similar contracts with contactable references (provide letters under the client's letterheads with contact numbers).
- 9.3 Bidders must supply unit prices for **all** stationery items listed in the pricing schedule.
- 9.4 Bidders must provide utility bill under the director's name or the bidder's name or a lease agreement or letter(s) from Traditional Authorities or letter(s) from Ward Councilor(s) as proof that they have operational office / warehouse in the Eastern Cape Province.

The Department reserves the right to conduct verification of information submitted by recommended bidder(s).

10. BID PRICING STRUCTURE

- 10.1 Bidder(s) must complete all relevant fields of the Pricing Schedule (Annexure A) attached herein. Bidders must submit their financial proposals on a fixed rate for year one (1) as no price adjustments shall be entertained during that period. The pricing escalation for year two (2) and year three (3) shall not exceed the applicable period's Consumer Price Index (CPI).
"The Department reserves the right to enter into price negotiations with recommended bidder(s) in line with the market related prices"

11. REGISTRATION AS A VAT-VENDOR

- 11.1 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 11.2 Where a supplier is not VAT registered at the point of contracting and did not include VAT in their prices, but registers during the contract period as a VAT-vendor, that supplier must absorb any cost escalations associated with its VAT registration. The contracted price with the supplier will not be increased, but will be deemed to be a contract price which is inclusive of VAT. Therefore, bidders must determine the implications hereof and price accordingly.

12. EVALUATION CRITERIA

The evaluation of the bids will be done in a three (3)- stage process; **Stage 1** (Administrative Compliance Requirements (completion or attachment of compulsory / returnable documents), **Stage 2** is functionality table and **Stage 3** (Price and B-BBEE preference points).

Bidders who do not meet the Administrative Compliance Requirements (completion or attachment of Compulsory documents), shall not be considered for the next Stage evaluation. Points will be awarded in accordance with the Regulations to the Preferential Procurement Policy Framework Act (PPPFA).

12.1 The stages are detailed below:

Stage 1 (Administrative compliance)

12.1.1 The Invitation to Bid (SBD1) must be completed and signed;

12.1.2 Pricing Schedule must be completed. Respondents are obliged to submit offers for all Items; **NON-NEGOTIABLE**

12.1.3 Declaration of Interest (SBD 4) must be completed and signed;

12.1.4. Preferential Points Claim (SBD 6.1) must be completed and signed;

12.1.5. In the event of consortia /joint ventures, a signed agreement by all parties must submitted with the bid;

12.1.6. Reference Letters in a client's letterhead, signed and stamped;

12.1.7. Bidders must submit Proof of Address (Municipality Bill/ Lease Agreement/ letters from Traditional Authority/ letters from Ward Councillors);

12.1.8. Bidders must submit together with the bid a supply agreement from local stationery outlets or proof that bidder sells stationery items (e.g. catalogue; price list; etc.)

12.2 Stage 2 (Functionality Evaluation)

12.2.1 Proposals received will be evaluated for functionality to determine if prospective supplier does meet the minimum requirements as stated below and must score a minimum of 35 out of 50 points.

12.2.3 Responses received that fail to score the minimum points on functionality will be eliminated and not considered further for price and preference points for B-BBEE.

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CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
1. Bidders Experience A minimum of at least three reference letters from recently satisfied previous clients that have been serviced in the last five years should be provided; the submission must be on the relevant client's letterhead and signed by an authorized person indicating the name and the title of the signatory. No points will be allocated for less than three (3) references)	Provided at least four (4) reference letters under the client's letter head with contactable numbers (i.e. 4 and more)	15	10	15
	Provided three (3) reference letters under the client's letter head with contactable numbers	10		
	Less than three (3) reference letters or no contact details	0		
2. Financial Strength The bidder must have supplied and delivered stationery/ store items to the minimum value of R50, 000 or more. Reference letter/s in a client's letterhead must be attached as a proof, indicating the minimum value of R50 000.00 with the type of stationery/ store items supplied.	Provided letters with project valued more than R50 000.00	15	10	15
	Provided letters with project valued up to R50 000.00	10		
	Provided letters with project less than R50 000.00	0		
3. Delivery Capability (Submit one of the two)	Proof of Agreement or proof of actively selling stationery (attached	5	10	10

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CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
<p>a) Bidders must attach a letter of Supply Agreement from Local Stationery outlet or Proof that bidder actively sells stationery items.(namely; catalogue, price list, etc.)</p> <p>b) There is sufficient capacity to administer the rendering of services at the sites tendered for.</p>	No Proof of Agreement or proof of actively selling stationery (attached)	0		
	Registration papers or proof of agreement with hiring company	5		
	No registration papers or proof of agreement with hiring company	0		
<p>4. Locality</p> <p>Bidders must provide with the bid a utility bill under the director's name or bidder's name/ lease agreement with proof of three rental payments made before the closing date of the bid.</p>	Proof provided that the person is in the Eastern Cape Province	10	5	10
	Proof provided that the person is not in the Eastern Cape Province	5		
	No proof provided/ lease agreement with no proof of three (3) rental payments made before the bid closing date.	0		
TOTAL			35	50

NB: Bidders must obtain the minimum points of 35 on 50 on functionality including minimum points on each criterion to qualify for the next stage of the evaluation (i.e. Price).

12.3. Stage 3 (Price and Preference Points Evaluation)

12.3.1 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20 preference points system in terms of which points are awarded to bidders on the basis of:

- ☐ The bid price (maximum 80 points)
- ☐ B-BBEE status level of contributor (maximum 20 points)

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12.3.2 Maximum points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

12.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy issued by a SANAS Accredited verification agent or a Sworn Affidavit attached in case of an Exempted Micro Enterprise or Qualifying Small Enterprise as per revised B-BBEE codes of good practice thereof at the closing date and time of the bid in order to claim the B-BBEE status level points. **Failure to submit the above requested documents no preference points will be allocated.**

12.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

12.6 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.

12.7 The total points scored will be rounded off to the nearest 2 decimals.

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- 12.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 12.9 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest points on functionality.
- 12.10 If two or more tenderers score equal points in all respects, the award must be decided by the drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.

Please Note: Bidders who do not possess the B-BBEE status verification certificate will not qualify to claim points for B-BBEE status level of contributor as stated above, only points for price will be considered.

12. NON-COMPULSORY VIRTUAL BRIEFING SESSION

<i>Virtual Briefing Meeting Dates</i>	<i>Contact Person</i>	<i>Time</i>
17 November 2022	Ms Y. Bonase	10h00 – 12h00
EC PROVINCIAL TREASURY BHISHO TEAMS LINK: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWl3OWI5OGMtYzJkYy00ZTI4LTg4ZGYtODRhNTU2NWxMmVi%40thread.v2/0?context=%7b%22Tid%22%3a%22aa172036-1c49-4ca4-aa41-0bee8b556da1%22%2c%22Oid%22%3a%228cd9c272-4672-43bb-9468-ff9d378dffda%22%7d		

13. BID VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of hundred and twenty (120) calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

14. COMMUNICATION

All communication or correspondence concerning this bid should be directed as follows:

Specification information

Ms. Y. Bonase

yolanda.bonase@ectreasury.gov.za

SCM Technical information

Mr. Z. Bobani

zilindile.bobani@ectreasury.gov.za

**APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF OFFICE STATIONERY TO THE EASTERN CAPE
GOVERNMENT FOR A PERIOD OF THIRTY - SIX (36) MONTHS AS AND WHEN REQUIRED**

APPROVED BY:



D. MAJEKE

HEAD OF DEPARTMENT

08/11/2022

DATE

**SBD 1
INVITATION TO BID**

THE FOLLOWING PARTICULARS MUST BE FURNISHED

**(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED) YOU ARE HEREBY
INVITED TO BID FOR REQUIREMENTS OF THE PROVINCIAL TREASURY**

BID NUMBER:	SCMO:22/23-001	CLOSING DATE:	02 DECEMBER 2022	CLOSING TIME:	11H00
DESCRIPTION	SUPPLY AND DELIVERY OF OFFICE STATIONERY TO THE EASTERN CAPE PROVINCIAL GOVERNMENT FOR A PERIOD OF THIRTY- SIX (36) MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

PROVINCIAL TREASURY, SUPPLY CHAIN MANAGEMENT UNIT, TYAMZASHE BUILDING, (OLD
STANDARD BANK BUILDING), PHALO AVENUE, BHISHO, 5605

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TCS PIN:		OR CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)



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CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
		<input type="checkbox"/>	A REGISTERED AUDITOR	
		<input type="checkbox"/>	NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMES& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU AFOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Provincial Treasury	CONTACT PERSON	Zilindile Bobani	
CONTACT PERSON	Yolanda Bonase	TELEPHONE NUMBER	040 1010 364	
TELEPHONE NUMBER	040 1010 361	FACSIMILE NUMBER	040 1010 706	
FACSIMILE NUMBER	040 1010 706	E-MAIL ADDRESS	zilindile.bobani@ectreasury.gov. za	
E-MAIL ADDRESS	yolanda.bonase@ectreasury.gov.za			

PART B

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TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES
☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: -FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

Preference Points Claim Form

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice

under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (j) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **"non-firm prices"** means all prices other than "firm" prices;
- (m) **"person"** includes a juristic person;
- (n) **"QSE"** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **"trustee"** means any person, including the founder of a trust, to whom property is

bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	16
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.4 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.5 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.6 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 5.7 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 20 points)

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm:.....
- 9.2 VAT registration number:.....
- 9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

ANNEXURE A – PRICING SCHEDULE

BID NUMBER: SCMO- 22/23-001

DISTRICT BIDDING FOR: _____

ANNEXURE A: SPECIFICATION AND PRICING SCHEDULE

ITEM NO.	ITEM DESCRIPTION	UNIT	OF	YEAR 1
BINDING ELEMENT RINGS AND BINDING SLIDES				
1.	Binding Cover Frosted 180mic	Pack of 100		
2.	Ring Binder Plastic A4	Box of 20		
3.	Binding element, 12mm, Black,blue,green,red, White A4, (21 rings)	Box of 100		
4.	Binding element, 14mm, Black,blue,green,red,white, A4, (21 rings)	Box of 100		
5.	Binding element, 16mm, Black,blue,green,red, White A4, (21 rings)	Box of 100		
6.	Binding element, 18mm, Black,blue,green,red, White, A4, (21 rings)	Box of 100		
7.	Binding element, 22mm, Black,blue,green,red, White A4, (21 rings)	Box of 100		
8.	Binding element, 25mm, Black,blue,green,red, White A4, (21 rings)	Box of 100		
9.	Binding element, 28mm, black (21 rings)	Box of 100		
10.	Binding element, 32mm, Black,blue,green,red, White A4, (21 rings)	Box of 100		
11.	Binding element, 38mm, Black,blue,green,red, White A4, (21 rings)	Box of 100		
12.	Binding element, 45mm, Black,blue,green,red,White (21 rings)	Box of 100		

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13.	Binding element, 6mm, Black, blue, green, red, white, A4, (21 rings)	Box of 100
14.	Ring Binding Element Comb 50mm	Box of 100
15.	Binding element, A4, 16mm, blue	Box of 100
16.	Binding element, IBICO, 21 rings, 10mm, black (100 in box)	Box of 100
17.	Binding element, IBICO, white, 50mm	Box of 100
18.	Binding element, rings, 20mm, white (50 in box)	Box of 100
19.	Binding element, rings, 51mm, Black, blue, green, red, White	Box of 100
20.	Binding element, slide binding, 10mm	Box of 100
21.	Binding element, slide binding, 15mm	Box of 100
22.	Binding element, slide binding, 7mm	Box of 100
23.	Binding element, slide binding, 5mm	Box of 100
24.	Binding Element Slide A4 5mm	Box of 100
25.	Binding Element Slide A4 10mm	Box of 100
26.	Binding Element Slide A4 15mm	Box of 100

PENS, PENCILS, ERASERS, RULERS AND INK

27.	BL-G2-0.7 Retractable Pen- Red	Box of 12
28.	BL-G2-0.7 Retractable Pen- Black	Box of 12
29.	Pen Black Bp-s Fine	Box of 12
30.	Pen Black Bp-s Medium	Box of 12
31.	Pen Ball-Point Medium Black	Box of 12
32.	Pen BK-101 (black) (0.7mm)	Box of 12
33.	Pen BK-101 (Red)	Box of 12
34.	Pen UB-157 Fine Red	Box of 12
35.	Pen UB-157 Fine Black	Box of 12
36.	Pen Liquid Gel Ink 0,7mm Black	Box of 12
37.	Clic retractable ballpoint pen	Box of 12
38.	Sharpener Table Type Steel Single Hole	Box of 12

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39.	Lead Pencil Refill 0.5mm 12 Leads	Box of 12	
40.	Pencil 110 B Lead HB (Black)	Box of 12	
41.	Correction Pen 12ml Metal Tip	Box of 12	
42.	Clutch Pencil 1.0mm red	Box of 12	
43.	White Board Eraser	Each	
44.	Eraser for pencil size 62 X 22 X 12mm	Box of 12	
45.	Scissor Sharp Point C/Blades	Each	
46.	Ruler Plastic 30cm	Each	
47.	Stamp Pad Ink 30ml (Bottle) Black	Each	
48.	Stamp Pad Ink 30ml (Bottle) Red	Each	
49.	Stamp Pad Ink 1ltr (Bottle) Black	Each	
50.	Stamp Pad Ink 1ltr (Bottle) Red	Each	
CARTON TOKAI A4			
51.	Carton Tokai A4 Red 160g (Pack of 100 Sheets)	Each	
52.	Carton Tokai A4 White 160g (Pack of 100 sheets)	Each	
53.	Carton Tokai A4 Pink 160g (Pack of 100 sheets)	Each	
54.	Carton Tokai A4 Blue 160g (Pack of 100 sheets)	Each	
55.	Carton Tokai A4 Yellow 160g (Pack of 100 sheet)	Each	
56.	Carton Tokai Green 160g (Pack of 100 sheets)	Each	
57.	Carton Tokai Gold 160g (Pack of 100 sheets)	Each	
58.	Carton Tokai Orange 160g (Pack of 100 sheets)	Each	
MEMORY STICK AND HARD DRIVES			
59.	Memory Stick 4GB Verbatim or equivalent	Each	
60.	Memory Stick 8GB Verbatim or equivalent	Each	
61.	Memory Stick 16 GB Verbatim or equivalent	Each	
62.	Memory Stick 32 GB Verbatim or equivalent	Each	

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63.	Memory Stick 64 GB Verbatim or equivalent	Each
64.	Memory Stick 128 GB Verbatim or equivalent	Each
65.	Memory Stick 256 GB	Each
66.	External Hard drives (1TB)	Each
67.	External Hard drives (1TB 2.5)	Each
68.	External Hard Drives (2 TB)	Each
69.	External Hard drives (TB 2.5)	Each

BATTERIES

70.	AA Batteries	Pack of 2
71.	AA Batteries	Pack of 4
72.	AAA Batteries	Pack of 2
73.	AAA Batteries	Pack of 4
74.	AA Batteries - rechargeable	Pack of 2
75.	AA Batteries - rechargeable	Pack of 4
76.	AAA Batteries - rechargeable	Pack of 2
77.	AAA Batteries - rechargeable	Pack of 4
78.	Battery - CR2032 Calculator Battery	Pack of 2
79.	Battery Pack p.MN2400 15V	Pack of 2
80.	Battery Pack Plus R6PP 1.5v	Pack of 2

ENVELOPES

81.	Envelope A4 size	Box of 250
82.	Envelope A5 size (14.8X21.0cm)	Box of 250
83.	Envelope White Plain 110mm x 220mm	Box of 250
84.	Envelope Manilla 110mm x 220mm	Box of 250
85.	Envelope mailing brown, E2, 280mm	Box of 250
86.	Envelope mailing' brown, E3	Box of 250
87	Envelope, padded, mailite no. 110mm x 160mm White	Box of 250

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88.	Envelope, padded, mailite no. 120mm x 210mm White	Box of 250
89.	Envelope, padded, mailite no. 150mm x 210mm White	Box of 250
90.	Envelope, padded, mailite no. 180mm x 260mm White	Box of 250
91.	Envelope, padded, mailite no. 220mm x 260mm White	Box of 250
92.	Envelope, padded, mailite no. 220mm x 330mm White	Box of 250
93.	Envelope, padded, mailite no. 240mm x 330mm White	Box of 250
94.	Envelope, padded, mailite no. 270mm x 360mm White	Box of 250
95.	Envelope, padded, mailite no. 300mm x 440mm White	Box of 250
96.	Envelope, padded, mailite no. 350mm x 490mm White	Box of 250
97.	Envelope, padded, mailite no. 7350 x 490mm brown	Box of 250
98.	Envelope Mailing C3 buff 458X324mm	Box of 250
99.	Envelopes - B4 buff Window SS	Box of 250
100.	Envelopes - B4 White Window SS	Box of 250
101.	Envelopes - B5 buff Window SS	Box of 250
102.	Envelopes - B5 White Window SS	Box of 250
103.	Envelopes - C5 162x229mm buff Window SS	Box of 250
104.	Envelopes - C4 Plain white 114 x162mm	Box of 250
105.	Envelopes - C5 White Window SS	Box of 250
106.	Envelopes - C6 Marilla No Window SS	Box of 250
107.	Envelopes - C6 White No Window SS	Box of 250

CLIPS ,PAPER FASTNERS AND PINS

108.	Bulldog /Alligator clips (15mm)	Box of 10
109.	Bulldog /Alligator clips (19mm)	Box of 10
110.	Bulldog/Alligator clips (20mm)	Box of 10
111.	Bulldog /Alligator clips (25mm)	Box of 10
112.	Bulldog /Alligator clips (32mm)	Box of 10

**APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF OFFICE STATIONERY TO THE EASTERN CAPE
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113.	Fastener Paper Indian Tag (63mm)	Box of 100	
114.	Fastener Paper Indian Tag (76mm)	Box of 100	
115.	Fastener Paper Indian Tag (89mm)	Box of 100	
116.	Clip Diamond Fold back clips (15mm)	Box of 100	
117.	Clip Diamond Fold back clips (19mm)	Box of 100	
118.	Clip Diamond Fold back clips (25mm)	Box of 100	
119.	Clip Diamond Fold back clips (32mm)	Box of 100	
120.	Clip Diamond Fold back clips (41mm)	Box of 100	
121.	Clip Diamond Fold back clips (51mm)	Box of 100	
122.	Fastener Paper Clip Giant Colored (100 clips) 50mm	Box of 100	
123.	Paper binder (standard size)	Box of 100	
124.	Fastener Paper clip , metal 77mm Wavy	Box of 100	
125.	File Trefpoil fasteners metal(80mm)	Box of 50	
126.	File Trefpoil fasteners metal (100mm)	Box of 50	
127.	Paper clip ,metal ,(33mm)	Box of 100	
128.	Paper clip, metal, 50mm	Box of 100	
129.	Paper Clips, metal (78mm)	Box of 100	
FILES, FOLDERS ,FILE DIVIDERS & DESK ORGANISER			
130.	File Swing Clip box File A4	Each	
131.	File Suspension A4	Box of 24	
132.	A4 Dura Plus file(assorted)	Box of 25	
133.	Folder Plastic Quote Clear Front A4	Box of 25	
134.	Sheet ,plastic A4 (Transparent)	Box of 100	
135.	Index Sheet A4 File Dividers 10Tab	Pack of 10	
136.	Pocket Filing A4 Plastic Sleeves	Pack of 100	
137.	Index Sheet Plastic Divider A4 1-12	Each	
138.	Index Sheet Plastic Divider A4 1-31	Each	

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139.	File Divider A-Z	Each	
140.	Pouch Laminating A4	Box of 100	
141.	Pouch Laminating A3	Box of 100	
142.	A4 Polypro Document Wallet (Pack of 10)	Each	
143.	File Plastic Lever Arch File	Box of 10	
144.	A4 PVC 4ring file (40mm)	Box of 10	
145.	A4 PVC 4ring file (70mm)	Box of 10	
146.	Lever Arch Files Cardboard (Giant size)	Box of 10	
147.	Lever Arch Files Cardboard (70mm)	Box of 10	
148.	Lever Arch Files Cardboard (40mm)	Box of 10	
149.	Cardboard Archiving LA Tainer with 6 compartments	Each	
150.	Box Storage Collapsible Cardboard (Jumbo size)	Each	
151.	Box Storage Collapsible Cardboard (Standard size)	Each	
152.	Box Storage Collapsible Cardboard Foolsap	Each	
153.	A4 Accessible File	Each	
154.	Tubular Desk Organizer	Each	
155.	Z20 81/30482 Brown File	Pack of 100	
156.	File Z20, 81/30482 Red	Pack of 100	
157.	File Z20, 81/30482 Green	Pack of 100	
158.	File Z20, 81/30482 Black	Pack of 100	
159.	Z20 File 81/30482 Blue	Pack of 100	
PAPER, FORMS, RUBBER BANDS, AND HOLDERS			
160.	Document Sorter A-2 , 1-31 month year days	Each	
161.	Document Sorter A-2 , Jan-Dec month year days	Each	
162.	Paper Office Memo White 100x100mm	Pack of 800	
163.	Flip Chart Paper Size A1	Pack of 50	
164.	Basket Waste Paper (Plastic) 10L	Each	

APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF OFFICE STATIONERY TO THE EASTERN CAPE GOVERNMENT FOR A PERIOD OF THIRTY - SIX (36) MONTHS AS AND WHEN REQUIRED

165.	Basket Waste Paper (Plastic) 20L	Each	
166.	Paper Letter Tray Plastic 3x Tier	Each	
167.	Holder Memo Cube Plastic	Each	
168.	Holder Pen Holder	Each	
169.	Chart Push Pins Art no. A522-01 Assorted Colour. Foska or equivalent	Box of 100	
170.	Thumbtack drawings pins(map/push)	Box of 50	
171.	Finger cones (Pack of 10)	Pack of 10	
172.	String / Twine (100G)Roll 304-2mm	Each	
173.	Box Magazine Holders	Each	
174.	Guillotine to cut A4 Paper	Each	
175.	File Trefpoil fasteners metal 80mm	Box of 50	
176.	Padlock (50mm)	Each	
177.	Paper office pad post –it(50mm x 50.mm) (Pack of 100)	Each	
178.	Paper office pad post-it 75mm x 75mm(400 sheets)Assorted pastel	Each	
179.	Sticky Notes (Assorted Colours) 75mm X 70mm Large Post-It	Each	
180.	Fingerettes	Each	
181.	Letter opener	Each	
182.	3M Post -it Flags (25.4x43.6mm)assorted colours	Pack of 10	
	Post -it Info tapes (assorted colours)	Pack of 10	
183.	Paper, carbon pencil, light blue, A4,	Pack of 100	
188.	Paper, flipchart, white(50 sheets)	Each	
189.	Band, Rubber band, no.10 X 38mm	1kg	
190.	Band, Rubber band, no.12 X 38mm	1kg	
191.	Band, Rubber band, no.8 X 38mm	1kg	
192.	Band, Rubber band, no.14 X 38mm	1kg	
193.	Band, Rubber band, no.16 X 38mm	1kg	

APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF OFFICE STATIONERY TO THE EASTERN CAPE GOVERNMENT FOR A PERIOD OF THIRTY - SIX (36) MONTHS AS AND WHEN REQUIRED

194.	Band, Rubber band, no.18 X 38mm	1kg	
195.	Band, Rubber band, no.19 X 38mm	1kg	
196.	Band, Rubber band, no.22 X 38mm	1kg	
197.	Band, Rubber band, no.32 X 38mm	1kg	
198.	Band, Rubber band, no.34 X 38mm	1kg	
199.	Band, Rubber band, no.38 X 38mm	1kg	
200.	Band, Rubber band, no.64 X 38mm	1kg	
201.	Band, Rubber band, no.69 X 38mm	1kg	

BOOKS LETTER OPENERS AND REGISTERS

202	Book A5 192 Pages Notebook	Pack of 5	
203.	Book Note Shorthand A5 S/Cover Feint 144pg (Journalist book)	Pack of 5	
204.	Book Hardcover Exercise A4 3 Quire Croxley or equivalent	Pack of 5	
205.	Writing Pad 81/142289, Z15 297mm X 210mm	Pack of 5	
206.	Parcel Delivery Book A5	Pack of 5	
207.	Numbered Leave Books in triplicate	Each	
208.	Book A4 counter books, 96pg	Pack of 5	
209.	Book A4, counter books, 192pg	Pack of 5	
210.	Book A4, counter books, 288pg	Pack of 5	
211.	Book A4, counter books, 384pg	Pack of 5	
212.	Book A5, counter books, 128pg	Pack of 5	
213.	Book A5, counter books, 192pg	Pack of 5	
214.	Book A5, counter books, 96pg	Pack of 5	
215.	Book Z8/ 94113 Daily attendance register	Each	
216.	Form printed 81/147909,Z606 trip authority	Each	
217.	Cover, Book Log book	Each	

STAPLERS, STAPLES, PUNCHES AND STAPLE REMOVERS

218.	Stapler Rapid Heavy Duty SR-300	Each	
219.	Stapler Rapid Plier Classic	Each	
220.	Metal stapler-26/6mm (Staples up 25 sheets)Full strip	Each	

APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF OFFICE STATIONERY TO THE EASTERN CAPE GOVERNMENT FOR A PERIOD OF THIRTY - SIX (36) MONTHS AS AND WHEN REQUIRED

221.	Staple Remover (26/6 staples) Steel construction with finger grip	Each	
222.	Staples 13mm X 9mm	Box of 2500	
223.	Staples for heavy stapler SR 300	Box of 2500	
224.	Staples 26/6mm	Box of 5000	
225.	Staples Giant 14,0mm	Box of 5000	
	Staples 66/8-11-14Mm	Box of 5000	
226.	Staples Chisel Point 26/6mm	Box of 5000	
227.	Perforator, Paper, Punch 2 Hole (with removable tray)	Each	
228.	Heavy Duty Punch Perforated 2 Hole (190 Sheets or 20LB of Paper)	Each	
229.	Punch Paper 2 Hole Medium Duty	Each	
231.	Punch, paper, 2-hole heavy duty	Each	
232.	Staple remover for giant stapler	Each	
233.	Stapler Giant heavy-duty 9	Each	
234.	Stapler office full stip metal MS-510	Each	
235.	Stapler remover for heavy duty staples	Each	
236.	Stapler Size 32/14	Box of 5000	
238.	Staples 23/6	Each	
239.	Staples for Giant Stapler SE-10 9.5mm	Box of 1000	
240.	Staples for office stapler 26/6 PCS 5000	Each	
241.	Small Puncher	Each	
GLASS			
242.	Pitcher Water Glass 1 Litre Consol or equivalent	Each	
243.	Tap Water Glass 500 ml Consol or equivalent	Each	
MARKERS AND LABELS			
244.	Marker Highlighter (Mixed colours) Hydrocarbon Tip (1-4mm)	Box of 12	
245.	Marker Highlighter (Mixed colours) Anti-dry out technology (2-5mm)	Box of 12	

**APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF OFFICE STATIONERY TO THE EASTERN CAPE
GOVERNMENT FOR A PERIOD OF THIRTY - SIX (36) MONTHS AS AND WHEN REQUIRED**

246.	Marker Flat Permanent (0.5mm) assorted	Box of 12	
247.	Marker Black Permanent (1.5-4.5mm)	Box of 12	
248.	Marker Bullet Tip Whiteboard Assorted colours	Box of 12	
249.	Whiteboard liquid cleaner	Each	
250.	Label computer address labels (100x50mm)	Box of 250	
251.	Label confidential	Box of 250	
252.	Label tower 10 mm, Assorted Colours	Box of 250	
253.	Label tower 13 mm, Assorted Colours	Box of 250	
254.	Label tower 19 mm, Assorted Colours	Box of 250	
255.	Label tower 25 mm, Assorted Colours	Box of 250	
256.	Label tower 32 mm, Assorted colours	Box of 250	
257.	Label, urgent, black or red	Pack of 100	
258.	Labels Courier	Pack of 100	
259.	Labels Fragile (80mmx300mm)	Pack of 100	
260.	Labels Mixed Goods	Pack of 100	
261.	Labels Packing Slip Enclosed (40mmx150mm)	Pack of 100	
262.	Labels Self Adhesive Green 19mm Rnd (10PK) assorted colours	Pack of 100	
263.	Labels Vaccines (101mmx74mm)	Pack of 100	

GLUE , AND ADHESIVE TAPES

266.	Adhesive Glue 100g Non-Adhesive	Box of 12	
267.	Adhesive Glue Stick Form (43g)	Box of 12	
268.	Tape Adhesive Clear 18mm X 50mm	Box of 12	
269.	Flag Tape Clear Water Based Glue 50 Sheets (25mm X 4)	Box of 12	
270.	Double sided tape 12mm x 33m	Box of 10	
271.	Double sided tape 18mm x 33m	Box of 10	
272.	Double sided tape 124mm x 33m	Box of 10	
273.	Masking tape 12mmx 40	Box of 10	

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274.	Packaging tape 48mm x 50m (Buff ,Clear)	Box of 10	
275.	Packaging tape 48mm x 100m (Buff ,Clear)	Box of 10	
276.	Tape, packaging tape 48mm x 100m	Box of 10	
277.	Tape, packaging tape 48mm x 50m	Box of 10	
CALCULATORS ,CDs AND DVDs			
278.	12 Digit Calculator Semi desk	Each	
279.	14 Digit Calculator Semi desk	Each	
280.	CD Re-Writable 700MB 80Min, 1.4X Speed Verbatim or equivalent	Each	
281.	DVD Disk Re-Writable CD4,7GB	Each	
CABLES AND ADAPTERS			
282.	Cable Electrical Extension Cord 10m	Each	
283.	Cable Electrical Extension Cord	Each	
284.	Adapter Multi-plug 6-plug 5X15AMP + 5X5 AMP ILLVC with surge protector	Each	
285.	Plug Tops 3pin Adapter 6Amp 250v AP-02 MAX 16A	Each	
CARTRIDGES AND TONERS			
286.	Cartridge Toner CE252A Yellow for HP printers	Each	
287.	Cartridge, Toner CE505A Black for HP printers	Each	
288.	Cartridge Toner CE253A Magenta for HP printers	Each	
289.	Cartridge Toner C8543X Black for HP printers	Each	
290.	Cartridge CE250A Black for HP printers	Each	
291.	Cartridge Toner CE251A Cyan for HP printers	Each	
292.	Cartridge Toner Q6471A Cyan for HP printers	Each	
293.	Cartridge Toner CC364A for HP printers	Each	
294.	Cartridge Toner Q6472A Laser Yellow for HP printers	Each	
295.	Cartridge toner CB 541A Cyan for HP printers	Each	
296.	Cartridge toner CB540 Black for HP printers	Each	

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297.	Cartridge toner CB543A Magenta for HP printers	Each	
298.	Cartridge toner CB542A Yellow for HP printers	Each	
299.	Cartridge, toner Q6473A magenta for HP printers	Each	
300.	Cartridge Toner P3005D Q7551A for HP printers	Each	
301.	Cartridge Toner CE390A for HP printers	Each	
302.	Cartridge Toner CE410A Black for HP printers	Each	
303.	Cartridge Toner CF280A for HP printers	Each	
304.	Cartridge Toner CE411A Cyan for HP printers	Each	
305.	Cartridge Toner CE412A Yellow for HP printers	Each	
306.	Cartridge Toner CE413A Magenta for HP printers	Each	
307.	Cartridge Toner CB 400 Black for HP printers	Each	
308.	Cartridge, Toner CE255A Black for HP printers	Each	
309.	Cartridge, toner Q6470A for HP printers	Each	
310.	Cartridge Ink Q5950A Black for HP printers	Each	
311.	Ribbon Printing LQ2090 for Epson printer	Each	
312.	Cartridge Toner CC530A Black for HP printers	Each	
313.	Cartridge Toner CC531A Cyan for HP printers	Each	
314.	Cartridge Toner CC532A Yellow for HP printers	Each	
315.	Cartridge Toner CC533A Magenta for HP printers	Each	
316.	Cartridge Toner CF540Ak for HP printers	Each	
317.	Cartridge Toner CF541Ak for HP printers	Each	
318.	Cartridge Toner CF542AY for HP printers	Each	
319.	Cartridge Toner CF543AM for HP printers	Each	
320.	HP 651 BLACK INK CARTRIDGE for HP printers	Each	
321.	HP 651 TRI-COLOUR INK CARTRIDGE for HP printers	Each	
322.	Cartridge Toner CF400A for HP printers	Each	

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323.	Cartridge Toner CF401A for HP printers	Each	
324.	Cartridge Toner CF402A for HP printers	Each	
325.	Cartridge Toner CF403A for HP printers	Each	
326.	Cartridge toner Page wide technology 973 yellow	Each	
327.	Cartridge toner Page wide technology 973 magenta	Each	
328.	Cartridge toner Page wide technology 973 cyan	Each	
329.	Cartridge toner Page wide technology 973 black	Each	
330.	Cartridge toner CF 360 a Black	Each	
331.	Cartridge toner CF 361 a Blue	Each	
332.	Cartridge toner _CF 362 a yellow	Each	
333.	Cartridge toner CF 363 a magenta	Each	
334.	Cartridge toner DL-410	Each	
335.	Cartridge toner Page wide technology HP 913 Black	Each	
336.	Xerox toner 3220	Each	
TOTAL VALUE			
VAT			
TOTAL BID PRICE (VAT INCLUSIVE)			

NB: Refer to Section 7.2 above to ensure to comply

BIDDER'S NAME :

BIDDER'S SIGNATURE :

DATE :

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.